

## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), and HENRY KAPCHINSKI, Independent Executor of the Estate of Hattie Kapchinski, Deceased, and HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, SHIRLEY BAKER and JOHN SECHELSKI, sole devisees under the Will of Hattie Kapchinski, Deceased, the owners of PROPERTY A set out below; and HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, JOHN B. SECHELSKI and SHIRLEY ANN SECHELSKI BAKER, the owners of PROPERTY B set out below, ("SELLERS"), and upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLERS of PROPERTY A, HENRY KAPCHINSKI, Independent Executor of the Estate of Hattie Kapchinski, Deceased, and HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, SHIRLEY BAKER and JOHN SECHELSKI, sole devisees under the Will of Hattie Kapchinski, Deceased, agree to sell and convey in fee simple by Special Warranty Deed, and BUYER agrees to purchase and pay for a 49.09 acre tract out of a 95.42 acre tract conveyed to Hattie Kapchinski in Volume 650, Page 518 of the Official Records of Brazos County, Texas, more particularly described as:

All that certain 95.42 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, Brazos County, Texas, SAVE AND EXCEPT a 46.33 acre tract leaving a total of 49.09 acres of land, more or less, as described in Exhibit "B" of the Partition Deed from Henry Kapchinski et al to Hattie Kapchinski, dated February 9, 1984, recorded in Volume 650, page 518, Official Records of Brazos County, Texas;

together with all and singular the rights and appurtenances pertaining to PROPERTY A, but reserving the minerals, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as PROPERTY A and PROPERTY B and collectively referred to as the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY save and except as reserved in Article VI, for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 SELLERS of PROPERTY B, HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, JOHN B. SECHELSKI and SHIRLEY ANN SECHELSKI BAKER, agree to sell and convey in fee simple by Special

Warranty Deed, and BUYER agrees to purchase and pay for a 46.33 acre tract conveyed in a Partition Deed from Hattie Kapchinski to Henry Kapchinski, et al., in Volume 650, Page 518 of the Official Records of Brazos County, Texas, more particularly described as:

All that certain 46.33 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, Brazos County, Texas, as described in Exhibit "A" of the Partition Deed from Hattie Kapchinski to Henry Kapchinski et al, recorded in Volume 650, page 518, Official Records of Brazos County, Texas;

together with all and singular the rights and appurtenances pertaining to PROPERTY B, but reserving the minerals, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as PROPERTY A and PROPERTY B and collectively referred to as the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.3 This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.4 BUYER has requested Brazos County Abstract Company to furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of twenty (20) business days (the "Title Review Period") after receipt of the Title Commitment, the copies of the instruments referred to in Schedule B as exceptions, within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case the earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further right or obligation under this Contract.

1.5 SELLERS, at their expense, will provide within sixty (60) days of the date of execution of this contract:

(a) a survey of their respective PROPERTY to BUYER, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by PROPERTY A and PROPERTY B onto adjoining properties. BUYER shall have a period of twenty (20) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case any earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further right or obligation under this Contract.

(b) The survey drawings of the PROPERTY shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes descriptions, as prepared by the surveyor, shall be substituted for the descriptions in Article I, Sections 1.1 and 1.2, and shall be used in the Special Warranty Deed.

(c) SELLERS shall select the surveyor with BUYER's consent, which consent shall not be unreasonably withheld.

1.6 BUYER may at its cost order a Level 1 Environmental Site Assessment of PROPERTY A and/or PROPERTY B within sixty (60) days after execution of this contract by all parties. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLERS of BUYER's rejection of the PROPERTY. BUYER will provide a copy of the Level 1 Environmental Site Assessment to SELLERS. BUYER at its option may elect to provide SELLERS with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLERS with an opportunity to cure or if SELLERS fail to promptly cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

1.7 The parties agree that general real estate taxes on PROPERTY A and PROPERTY B for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLERS shall not be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing

date on any special taxes or assessments shall be paid by SELLERS; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.8 The sale of each PROPERTY shall be made by Special Warranty Deed from SELLERS to BUYER in the form prepared by BUYER attached hereto as Exhibit "A".

## ARTICLE II PURCHASE PRICE

2.1 The total combined purchase price for PROPERTY A and PROPERTY B shall be the sum of TWO MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$2,844,000.00) apportioned as follows:

- (a) TWO MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$2,138,000.00) for PROPERTY A.
- (b) SEVEN HUNDRED SIX THOUSAND AND NO/100 DOLLARS (\$706,000.00) for PROPERTY B.

BUYER shall deposit the sum of One Thousand and no/100 Dollars (\$1,000.00) in escrow as earnest money with Brazos County Abstract as escrow agent, upon execution of this contract by all parties. The balance of the purchase price for the PROPERTY shall be payable at closing.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER as follows:

(a) SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

(b) SELLERS have no actual knowledge of any parties in possession of any portion of PROPERTY A or B, either as lessees, tenants at sufferance, trespassers, or other persons in possession other than those parties disclosed in Article I above. Additionally, SELLERS have no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon PROPERTY A or B, or any significant adverse fact or condition relating to PROPERTY A or B, which has not been disclosed in writing to BUYER by SELLERS, which would prevent, limit, impede or render more costly BUYER's contemplated use of PROPERTY A or B.

(c) SELLERS have no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting PROPERTY A or B or any part thereof. SELLERS have no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLERS have no actual knowledge that PROPERTY A or B does not have full and free access to and from public highways, streets, or roads. SELLERS have no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) SELLERS have no actual knowledge that PROPERTY A or B has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLERS have no actual knowledge that SELLERS have not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to PROPERTY A or B or any part thereof.

(g) If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLERS have no knowledge that PROPERTY A or B contains any environmental hazard not shown on the environmental assessment ordered by BUYER.

(i) SELLERS are not "foreign persons" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLERS are not non-resident aliens, a foreign corporation, a foreign partnership, a foreign trust or a foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLERS' knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of PROPERTY A or B, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against PROPERTY A or B, or any part thereof, or for which BUYER will be responsible.

(k) There are no septic or on-site sanitary sewer facilities on the PROPERTY.

### 3.2 DISCLOSURES.

1. SELLERS of PROPERTY A have obtained a full release of Federal Tax Lien dated April 7, 1995 exists on the property in the amount of \$266,294.00, recorded in Volume 2333, page 173, of the Official Records of Brazos County, Texas.
2. On or before the closing date there will be no Federal Tax Liens on PROPERTY A or B.
3. The following disclosures shall be completed and remitted to BUYER in the event SELLERS fail to remove the residential dwelling from PROPERTY A on or before six (6) months from the date of closing:
  - (a). Lead Based Paint Disclosure Notice – See Appendix #1 attached hereto and incorporated herein.
  - (b). Asbestos Disclosure Notice – See Appendix #2 attached hereto and incorporated herein.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLERS as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLERS as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

### ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company within fifteen (15) days after the survey is delivered to BUYER, at such time and date as SELLERS and BUYER may agree upon (the "closing date"). Notwithstanding anything herein to the contrary, the closing date shall not occur prior to the release of the IRS lien listed on Schedule C of the title commitment.

5.2 At the closing, SELLERS shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deeds prepared by BUYER conveying good and marketable title in PROPERTY A or B, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.

(b) Deliver and pay for executed surface waivers from all oil and gas companies that have leases on the property listed on Schedule B of the title commitment.

(c) Deliver a certified copy of the IRS lien release for PROPERTY A.

(d) Deliver possession of the PROPERTY to BUYER.

(e) Deliver to BUYER, at SELLERS' expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in PROPERTY A and B subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(f) Pay one-half (1/2) of the escrow fees.

(g) Pay the title insurance.

(h) Pay for the survey.

(i) Pay any and all required property taxes and prorated taxes for the year 2003.

(j) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(k) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.

(l) Pay the cost to obtain, deliver and record surface waivers from mineral lessees and mineral interest owners.

(m) Pay the costs to record all documents to cure title objections agreed to be cured by SELLERS.

(n) Pay the certificates or reports of ad valorem taxes.

(o) Pay the SELLERS' expenses and attorney fees.

5.3 Upon such performance by SELLERS at closing, BUYER shall:

- (a) Pay the balance of the purchase price and the below-listed closing costs.
- (b) Pay one-half (½) of the escrow fees.
- (c) Prepare, at its cost, the Special Warranty Deeds.
- (d) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.
- (e) Pay the BUYER's expenses or attorney fees.
- (f) Pay the additional premium for any survey/boundary deletion in the title policy.
- (g) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.
- (h) Pay for the environmental site assessment.

#### ARTICLE VI SPECIAL CONDITIONS

6.1 SELLERS to reserve any and all owned mineral rights to the PROPERTY. SELLERS to deliver mineral interest surface waivers to BUYER as required from all interest owners pursuant to Article V, Section 5.2.

6.2 House located on Property A.

SELLERS reserve title to the house for a period of six (6) months after closing, subject to the following terms and conditions:

1. SELLERS shall remove or cause to be removed in tact without any demolition or destruction the residential dwelling located on PROPERTY A on or before six (6) months from the date of funding and closing. SELLER is responsible for moving the residential dwelling safely, responsibly, and timely and for removing and legally disposing of all debris caused by the relocation, removing and capping any pipes, removing any wires that remain exposed and above ground and regrade the surface to a level condition.
2. During the six (6) month period, neither SELLERS nor BUYER will be required to maintain liability insurance on the structure after closing.
3. BUYER shall have no duty to protect or maintain the structure after closing.



4. Risk of loss for the house shall remain with the SELLER.
5. BUYER shall have no liability to SELLER in the event that the structure is damaged or destroyed during the six (6)-month period after closing.
6. If at any time during the six (6) month period before SELLER removes the structure the structure poses a threat to the health or safety of the public, or becomes a nuisance, BUYER may, after thirty (30) days written notice to SELLER and without any additional consideration paid to SELLER, demolish or otherwise remove or cause to be removed the structure at BUYER's expense.
7. If SELLERS fail to remove the house within six (6) months from closing, then all right, title and interest to the house shall pass to BUYER without any additional compensation to SELLER. Thereafter, BUYER may remove or demolish said structure at BUYER's sole cost and expense, without any liability.
8. The house shall remain vacant during the six-month period.

6.3 BUYER shall install a plaque in honor of the Kapchinski family after PROPERTY has been fully developed.

6.4 At closing SELLERS shall convey to BUYER fee simple title to PROPERTY A and B described in the survey obtained by SELLERS as provided in Section 1.5, by Special Warranty Deed.

#### ARTICLE VII BREACH BY SELLER

7.1 In the event SELLERS fail to fully and timely perform any of their obligations under this Contract or fail to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLERS; and/or
- (c) ~~Terminate~~ this contract and initiate condemnation proceedings.

#### ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLERS not being in default hereunder), SELLERS sole remedy shall be reimbursement by BUYER for the actual cost of: (1) survey; (2) reasonable attorney fees for legal work incurred for services rendered to consummate the sale and purchase of the PROPERTY under this Agreement. In no event shall the total reimbursement under this Article VIII exceed \$10,000.00. SELLER shall submit copies of actual bills for the aforementioned

services rendered in order to receive any reimbursement from BUYER. BUYER's termination permitted under other Sections of this contract shall not constitute a breach entitling SELLERS to reimbursement under this Article.

## ARTICLE IX MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER, as the case may be, at the addresses set forth below:

SELLERS: Henry Kapchinski  
700A Krenek Tap Road  
College Station, TX 77840

Louis Kapchinski  
4150 Turk Ranch Road  
College Station, TX 77845

Annie Kapchinski Fojtik  
1260 South Oaks Drive  
College Station, TX 77845

Helen Kapchinski Matous  
700 Krenek Tap Road  
College Station, TX 77840

Shirley Baker  
1553 South Oaks Drive  
College Station, TX 77845

John Sechelski  
348A Cedar Lake Road  
Chappel Hill, NC 27516

BUYER: City of College Station  
Legal Department  
1101 Texas Avenue  
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

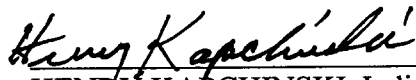
9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SELLERS:



HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased



LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIK,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased

BUYER:

CITY OF COLLEGE STATION

BY: \_\_\_\_\_

RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services

Date: \_\_\_\_\_



City Attorney

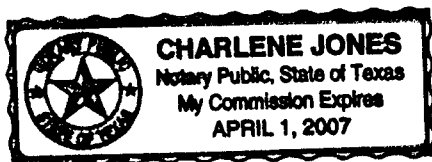
THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

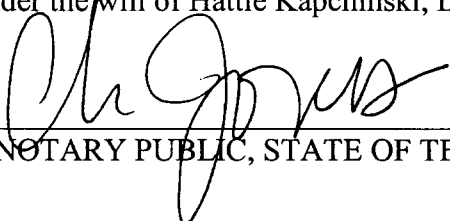
This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule  
Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

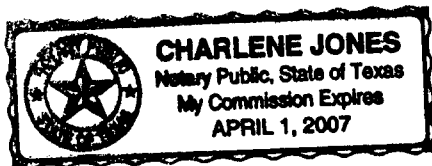
This instrument was acknowledge before me on the 10th day of Sept., 2003,  
by HENRY KAPCHINSKI, individually and as Independent Executor of the Estate of Hattie  
Kapchinski, Deceased, and as sole devisee under the will of Hattie Kapchinski, Deceased

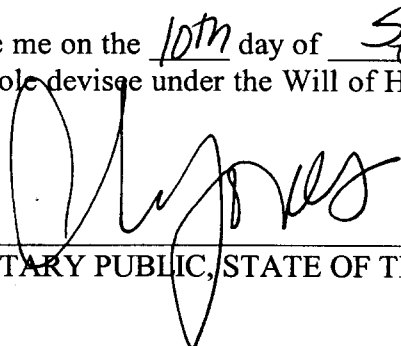


  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the 10th day of Sept., 2003,  
by LOUIS KAPCHINSKI, individually and as sole devisee under the Will of Hattie Kapchinski,  
Deceased.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SELLERS:

BUYER:

CITY OF COLLEGE STATION


\_\_\_\_\_  
HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased

BY: \_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIC,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

APPROVED:

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services  
Date: \_\_\_\_\_

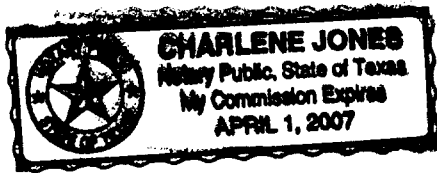
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SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

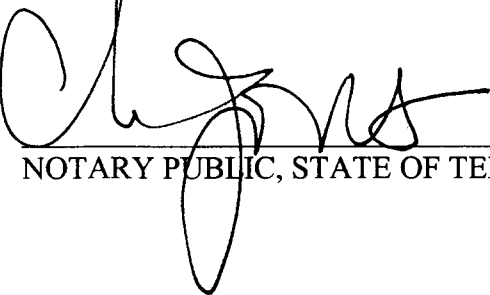
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the 10 day of October, 2003,  
by ANNIE KAPCHINSKI FOJTIK, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by HELEN KAPCHINSKI MATOUS, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by SHIRLEY BAKER, a/k/a SHIRLEY ANN SECHELSKI BAKER, individually and as sole  
devisee under the Will of Hattie Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

\_\_\_\_\_  
HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased

BY: \_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIK,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased  
*SUBJECT TO FIRST AMENDMENT*  
*Helen Kapchinski Matous*  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased



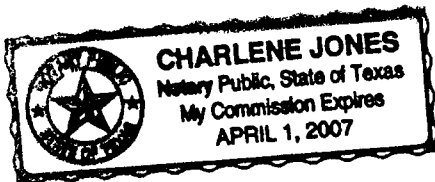
THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

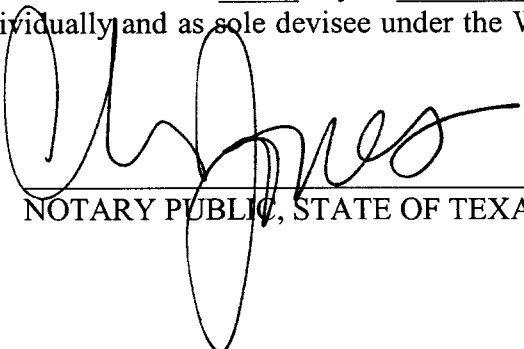
This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by ANNIE KAPCHINSKI FOJTIK, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the 14<sup>th</sup> day of OCTOBER, 2003,  
by HELEN KAPCHINSKI MATOUS, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
                                     §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by SHIRLEY BAKER, a/k/a SHIRLEY ANN SECHELSKI BAKER, individually and as sole  
devisee under the Will of Hattie Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.


SELLERS:

\_\_\_\_\_  
HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased

\_\_\_\_\_  
LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIK,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

  
\_\_\_\_\_  
SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased

BUYER:  
CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by ANNIE KAPCHINSKI FOJTIK, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

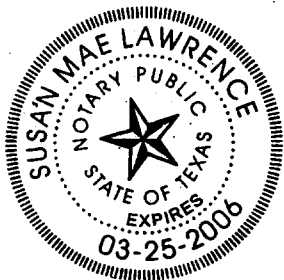
This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by HELEN KAPCHINSKI MATOUS, individually and as sole devisee under the Will of Hattie  
Kapchinski, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the 16 day of Sept, 2003,  
by SHIRLEY BAKER, a/k/a SHIRLEY ANN SECHELSKI BAKER, individually and as sole  
devisee under the Will of Hattie Kapchinski, Deceased.



Susan Mae Lawrence  
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

\_\_\_\_\_  
HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased

BY: \_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIK,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

APPROVED:

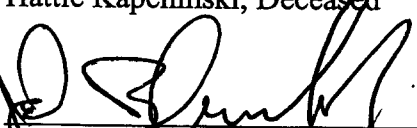
\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BRAZOS   §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the 15 day of September, 2003,  
by JOHN SECHELSKI, a/k/a JOHN B. SECHELSKI, individually and as sole devisee under the  
Will of Hattie Kapchinski, Deceased.

Cory C. Hoover  
NOTARY PUBLIC, STATE OF ~~TEXAS~~ North Carolina

EXHIBIT A  
SPECIAL WARRANTY DEED FORM

## **EXHIBIT "A"**

### **SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_

**GRANTORS:** \_\_\_\_\_

**GRANTORS' MAILING ADDRESS:**  
(including county):

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS,  
a Texas Home Rule Corporation

**GRANTEE'S MAILING ADDRESS:** 1101 Texas Avenue  
(including county): Brazos County  
College Station, TX 77840

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and  
other good and valuable consideration

**PROPERTY:** (including any improvements):

INSERT PROPERTY DESCRIPTION

#### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Easements and Building Lines as shown on plat recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Brazos County, Texas.
2. Oil & Gas Leases
3. Mineral Reservations

**GRANTORS hereby reserve unto themselves, their successors and assigns,** any and all oil, gas and other minerals in, on or under the premises described on the attached Exhibit A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTORS do not reserve and expressly convey to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTORS down to the depth of two hundred fifty (250) feet from the actual surface of any portion of said tract.

GRANTORS waive all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTORS under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTORS, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to GRANTEE the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to GRANTEE, GRANTEE's successors and assigns forever. GRANTORS bind GRANTORS and GRANTORS' successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under GRANTORS but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

THE STATE OF TEXAS     )  
                                      )     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     )

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**PREPARED IN THE OFFICE OF:**  
City of College Station  
Legal Department  
P. O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**  
City of College Station  
Legal Department  
P. O. Box 9960  
College Station, Texas 77842-9960



APPENDIX #1

LEAD BASED PAINT DISCLOSURE

**Form 29-20**

This disclosure is used to warn a buyer about potential risks associated with lead-based paint. The form is based on the notice requirements of 40 C.F.R. § 745.113 (1998) and the disclosure form suggested by the Department of Housing and Urban Development; the language should not be altered without a review of the applicable regulations. The heading and text of the notice are required by the regulations to be in bold-faced type.

---

**Disclosure of Information on Lead-Based Paint  
and/or Lead-Based Paint Hazards  
[Sales]**

Seller's Name and Address:

Buyer's Name and Address:

Description of Property:

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- ☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- 

- ☐ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Seller (check (i) or (ii) below):

- ☐ (i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- 

- ☐ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (initial)**

\_\_\_\_\_ (c) Buyer has received copies of all information listed above.

\_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_ (e) Buyer has (check (i) or (ii) below):

- ☐ (i) received a ten-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

- ☐ (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (f) Agent has informed Seller of Seller's obligations under 42 U.S.C. section 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent Date

APPENDIX #2  
ASBESTOS DISCLOSURE NOTICE

**Form 29-5**

This form is used to confirm a seller's knowledge of the presence or absence of asbestos in the property being sold, as required by 29 C.F.R. §§ 1910.1001 *et seq.*, 1926.1101 *et seq.* (2001).

---

**Asbestos Disclosure Notice**  
[Sales]

Date:

Seller's Name and Address:

Buyer's Name and Address:

Description of Property:

THIS ASBESTOS DISCLOSURE NOTICE ("NOTICE") IS A DISCLOSURE OF KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT MAY BE DESIRED. THIS NOTICE IS NOT A WARRANTY OF ANY KIND.

**Seller's Disclosure**

1. Presence of asbestos-containing or presumed asbestos-containing material (check one):

☐ Known asbestos-containing material is present in the Property (explain).

\_\_\_\_\_

☐ The Property was constructed before 1981, and presumed asbestos-containing material is present in the Property (explain).

\_\_\_\_\_

- ☐ The Property was constructed after 1980, and Seller has no knowledge of asbestos-containing material in the Property.

2. Records and reports available to Buyer (check one):

- ☐ Seller has provided Buyer with all available records and reports pertaining to asbestos-containing material in the Property (list documents below).

---

- ☐ Seller has no records or reports pertaining to asbestos-containing material in the Property.

3. Seller has no knowledge of other facts or records concerning the presence, location, or quantity of asbestos-containing or presumed asbestos-containing material in the property (including any data supporting any rebuttal of the presumption that a material contains asbestos).

**Buyer's Acknowledgment**

Buyer has received copies of all information listed above. Buyer is aware of Buyer's responsibility to ensure compliance with 15 U.S.C. sections 2641 through 2656 and 29 C.F.R. sections 1910.1001 *et seq.* and 1926.1101 *et seq.*

---

Seller Date

---

Buyer Date

## FIRST AMENDMENT TO REAL ESTATE CONTRACT

THIS FIRST AMENDMENT TO CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas (“**BUYER**”), and HENRY KAPCHINSKI, Independent Executor of the Estate of Hattie Kapchinski, Deceased, and HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, SHIRLEY BAKER and JOHN SECHELSKI, sole devisees under the Will of Hattie Kapchinski, Deceased, the owners of PROPERTY A set out below; and HENRY KAPCHINSKI, LOUIS KAPCHINSKI, ANNIE KAPCHINSKI FOJTIK, HELEN KAPCHINSKI MATOUS, JOHN B. SECHELSKI and SHIRLEY ANN SECHELSKI BAKER, the owners of PROPERTY B set out below, (“**SELLERS**”), and upon the terms and conditions set forth herein.

### PROPERTY A

*A 49.09 acre tract out of a 95.42 acre tract conveyed to Hattie Kapchinski in Volume 650, Page 518 of the Official Records of Brazos County, Texas, more particularly described as:*

*All that certain 95.42 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, Brazos County, Texas, SAVE AND EXCEPT a 46.33 acre tract leaving a total of 49.09 acres of land, more or less, as described in Exhibit “B” of the Partition Deed from Henry Kapchinski et al to Hattie Kapchinski, dated February 9, 1984, recorded in Volume 650, page 518, Official Records of Brazos County, Texas.*

### PROPERTY B

*A 46.33 acre tract conveyed in a Partition Deed from Hattie Kapchinski to Henry Kapchinski, et al., in Volume 650, Page 518 of the Official Records of Brazos County, Texas, more particularly described as:*

*All that certain 46.33 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, Brazos County, Texas, as described in Exhibit “A” of the Partition Deed from Hattie Kapchinski to Henry Kapchinski et al, recorded in Volume 650, page 518, Official Records of Brazos County, Texas.*

WHEREAS, the Buyer and Sellers have executed and entered into that certain Real Estate Contract pertaining to the purchase and sale of Property A and Property B; and

WHEREAS, the Buyer has agreed to allow, for a limited time, defined rights of ingress and egress to and from a storage shed located on property owned by Helen Kapchinski Matous and her spouse, Frank J. Matous, Jr. (“**Matous**”) and located at 700 Krenek Tap Road, College Station, Brazos County, Texas (“**Matous Property**”).



NOW, THEREFORE, in consideration of the mutual promises herein contained, there parties hereto agree as follows:

- I. The Buyer will, on the date of closing, provide to Matous a written instrument in recordable form granting to Matous a personal right of ingress and egress across Property A and Property B to allow Matous vehicular access to an existing storage shed located on the eastern boundary of the Matous Property (“Access Agreement”). The Access Agreement will be subject to the following limitations:
  - A. The Access Agreement will be personal to Matous and will not run with the land.
  - B. The Access Agreement will terminate three (3) years following the date of closing.
  - C. The Access Agreement will be limited to use of the existing dirt and rock driveway from Krenek Tap Road to the storage shed on the eastern boundary of the Matous Property; subject, however, to the condition that the Buyer may relocate the driveway at anytime prior to the expiration of the Access Agreement.
  - D. Matous will be responsible for the care and maintenance of the dirt and gravel driveway.
  - E. The Buyer will not be obligated to provide Matous with an additional curb cut onto Krenek Tap Road at the expiration of the Access Agreement.
  - F. Matous will indemnify and hold the Buyer harmless from any property damage or personal injury resulting from the use of the driveway by Matous.
- II. The Real Estate Contract remains in full force and effect, without amendment or alteration, save and except the express terms of this First Amendment.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

\_\_\_\_\_  
HENRY KAPCHINSKI, Individually,  
and as Independent Executor of the  
Estate of Hattie Kapchinski, Deceased  
and as sole devisee under the will of  
Hattie Kapchinski, Deceased

BY: \_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:


\_\_\_\_\_  
LOUIS KAPCHINSKI, Individually,  
and as sole Devisee under the Will  
of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
ANNIE KAPCHINSKI FOJTIK,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

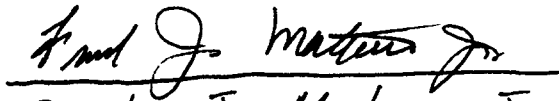
  
HELEN KAPCHINSKI MATOUS,  
Individually, and as sole Devisee under  
the Will of Hattie Kapchinski, Deceased

\_\_\_\_\_  
CHARLES CRYAN, Dir. of Fiscal Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
SHIRLEY BAKER, a/k/a SHIRLEY  
ANN SECHELSKI BAKER, Individually,  
and as sole Devisee under the Will of  
Hattie Kapchinski, Deceased

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
JOHN SECHELSKI, a/k/a/ JOHN B.  
SECHELSKI, Individually, and as sole  
Devisee under the Will of Hattie Kapchinski,  
Deceased

  
\_\_\_\_\_  
Frank J. Matous, Jr.